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6 Attorneys for Plaintiffs
7 SANRIO COMPANY, LTD. and SANRIO, INC.
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9
10 UNITED STATES DISTRICT COURT
11
12 NORTHERN DISTRICT OF CALIFORNIA

13 SANRIO COMPANY, LTD., a Japanese
14 corporation and SANRIO, INC., a California
15 corporation,

16 Plaintiffs,

17 vs.

18 J.I.K. Accessories, Inc., Accessitive
19 Accessories, Inc., B.B. Apparels Inc., Amuseco
20 Accessories, Inc., Nana Accessory, Inc., Seanna
21 Corporation, Heiress Enterprises, Inc., Pinkland
Corporation, Inc., Bliss, Final Choice, Joon Sik
Bae, Yong Woo Kim, Any Bae, Jason Bae,
Brian Ban, Ryan Bae, Ho Yong Na, Sang Wha
Kim, Aeran Bae a/k/a Chris Bae, Jenny J. Lee,
Sukmin Bae, John Bae, Lisa Bae, Grace Kim,
Ken Chung, Yeun Sik Cha, Debbie Kim, DOES
1- 10,

22 Defendants

23 Civil Action No. C 09-00440 EMC

24 STIPULATED FACTS AND
25 CONCLUSIONS OF LAW IN SUPPORT
26 OF [PROPOSED]
27 FINAL JUDGMENT ON CONSENT:
28 JOHN, AERON BAE A/K/A CHRIS BAE,
AND CERTAIN BLISS AND FINAL
CHOICE BUSINESSES

29 WHEREAS, on January 30, 2009, Sanrio Company, Ltd. and Sanrio, Inc. ("Plaintiffs")
30 initiated the instant action against the named defendants as set forth above for trademark
31 infringement in violation of 15 U.S.C. § 1114, et seq.; copyright infringement in violation of 17
32 U.S.C. § 501, et seq.; unfair competition in violation of 15 U.S.C. §1125(a) et seq., as amended;
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34 STIPULATED FACTS AND CONCLUSIONS OF LAW IN SUPPORT OF
35 [PROPOSED] JUDGMENT ON CONSENT: JOHN BAE, AERON BAE

36 C 09-00440 EMC

1 unfair competition under the law of the State of California, Cal. Bus. & Prof. Code § 17200 et
 2 seq.; and common law unfair competition.

3 WHEREAS, Defendants John Bae and Aeron Bae aka Chris Bae, individually and doing
 4 business as "Bliss" or "Bliss Axcessories," located at 12478 North Main St., Rancho
 5 Cucamonga, CA 91730, and "Final Choice," located at 3376 South Bristol Street, Santa Ana,
 6 California 92704 (collectively, "Defendants") and Plaintiffs have concluded a settlement
 7 resolving Plaintiffs' claims against these Defendants in this civil action;

8 WHEREAS, the Plaintiffs and Defendants (the "Parties") wish to resolve this civil action
 9 through the entry of Judgment on Consent;

10 WHEREAS, without admitting that they knowingly infringed Plaintiffs' rights and
 11 specifically denying same, Defendants consent to the entry of Judgment on Consent;

12 WHEREAS, each Party has waived the right to appeal from the Judgment on Consent;

13 NOW THEREFORE, the Parties stipulate to the following facts and conclusions of law:

14 STIPULATED FACTS

15 1. Plaintiff Sanrio Co., Ltd. ("Sanrio") is a Japanese corporation and maintains its
 16 principal place of business located at 1-6-1 Osaki, Shinagawa ku, Tokyo 141-8603, Japan.
 17 Plaintiff Sanrio, Inc. is a California corporation and maintains its principal place of business at
 18 570 Eccles Avenue, South San Francisco, California 94080.

19 2. Since 1960, Sanrio Co., Ltd. has been engaged in the business of manufacturing,
 20 distributing and selling products for use by children and young adults. All of Sanrio's products
 21 are marked with the SANRIO trade name and mark. Since 1976, Sanrio, Inc. has been the
 22 exclusive United States distributor of the products of Sanrio Co., Ltd. and is currently the
 23 exclusive United States master licensee of the rights in and to the SANRIO trademarks and
 24 copyrights.

25 3. Sanrio is the creator and owner of the famous HELLO KITTY,
 26 KEROKEROKEROPPI a/k/a KEROPPI, and CHARMMY KITTY characters, as well as many
 27 other characters, as depicted in Exhibit 2 of the Complaint in this action. Since 1976, most of
 28

1 Sanrio's merchandise marketed in the U.S. has displayed HELLO KITTY character artwork on
2 the products and product packaging. Since 1988, KEROPPI character artwork has appeared on
3 numerous Sanrio products and product packaging marketed in the U.S. Since 2004,
4 CHARMMY KITTY character artwork has appeared on numerous Sanrio products and product
5 packaging marketed in the U.S.

6 4. Sanrio owns many U.S. Certificates of Copyright Registration for artwork
7 depicting the Sanrio Characters, including the following Registration Nos.: VA 130-420, VA 1-
8 303-874 and Vau 684-322 and VA 1-342-775 (HELLO KITTY); VA 707-212 and VA 636-579
9 (KEROPPI); and VA 1-296-111 (CHARMMY KITTY) (the "Sanrio Registered Copyrights").

10 5. Sanrio owns several U.S. Trademark registrations, including U.S. Trademark
11 Registration Nos. 1,200,083 and 1,277,721 for the design trademark depicting the head of the
12 HELLO KITTY character; and 1,215,436 and 1,279,486 for the word mark HELLO KITTY, all
13 of which are incontestable (collectively, "Sanrio's Registered Trademarks").

14 6. In addition to owning the foregoing federal trademark registrations, Sanrio owns
15 all common law rights (including trademark and trade dress rights) to the HELLO KITTY
16 character name and design, and the KEROPPI and CHARMMY KITTY character designs
17 (collectively, "Sanrio's Common Law Trademarks").

18 7. Defendants John Bae and Chris Bae are individual residents of California, who
19 were at all relevant times actively engaged in the operation, management and/or control of the
20 retail businesses called "Bliss" or "Bliss Axcessories," located at 12478 North Main St., Rancho
21 Cucamonga, CA 91730, and "Final Choice," located at 3376 South Bristol Street, Santa Ana,
22 California 92704 (the "retail stores").

23 8. Defendants are not authorized to manufacture, import, distribute, or sell Sanrio
24 merchandise.

25 9. During at least the year 2007, Defendants displayed and offered for sale various
26 counterfeit products depicting the HELLO KITTY character, and/or the KEROPPI and/or
27 CHARMMY KITTY characters, at their retail stores (the "Counterfeit Merchandise").

STIPULATED CONCLUSIONS OF LAW

10. The Court has jurisdiction over the subject matter of this civil action.

11. Sanrio owns valid copyrights, trademarks and trade dress in the name and design of the Hello Kitty Character.

12. The Counterfeit Merchandise distributed and sold by Defendants contained counterfeit versions of Sanrio's Registered Copyrights, Sanrio's Registered Trademarks, and Sanrio's Common Law Trademarks.

13. The acts of Defendants constitute copyright infringement, in violation of 17 U.S.C. § 501.

14. The acts of Defendants constitute trademark and trade dress infringement, in violation of 15 U.S.C. §§ 1114, 1125(a).

15. The acts of Defendants constitute unfair competition in violation of 15 U.S.C. §1125(a) et seq., as amended, Cal. Bus. & Prof. Code § 17200 et seq.; and common law.

The Parties, either themselves or through their undersigned counsel, hereby stipulate to the above facts and conclusions and consent to the entry of Judgment on Consent pursuant to the separately filed Proposed Judgment on Consent.

IT IS SO STIPULATED.

OWEN, WICKERSHAM & ERICKSON, P.C.

Date: 11/15/11

By: NOEL M. COOK
LINDA JOY KATTWINKEL
Attorneys for Plaintiffs
SANRIO COMPANY, LTD., and SANRIO, INC.

LEACH & MCGREEVY

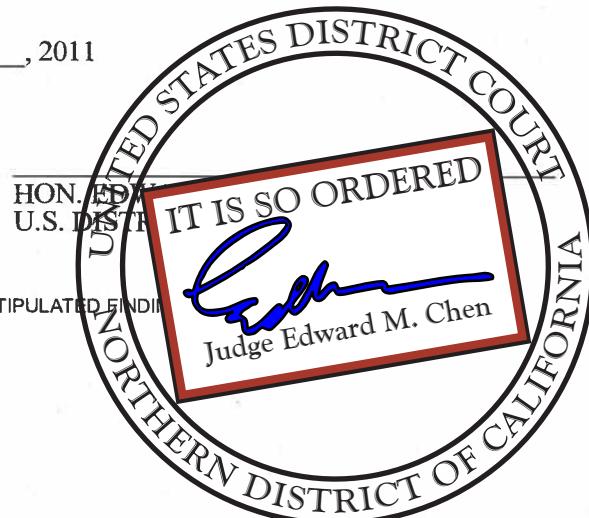
Date: 9/29/2001

By: RICHARD EARL MCGREEVY

1 Attorney for Defendants,
2 JOHN BAE AND AERON BAE
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5 **IT IS SO ORDERED AND ADJUDGED.**

6 Dated this 21st day of Nov., 2011
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STIPULATED FACTS AND CONCLUSIONS OF LAW IN SUPPORT OF
[PROPOSED] JUDGMENT ON CONSENT: JOHN BAE, AERON BAE

C 09-00440 EMC